



ENCROACHMENT PERMIT

WESTERN RIVERSIDE COUNTY REGIONAL WASTEWATER AUTHORITY, the owner, hereby requests permission to construct and maintain a nonreclaimable wastewater sewerline ("NWS") as depicted on plans prepared by Black and Veatch, Project No. 23068 in the public right of way of Pierce and Buchanan Streets, and Magnolia and Sampson Avenues, located in the City of Riverside. The attached drawings show the locations of the requested encroachment. Upon issuance of this permit, I agree to comply with the attached terms and conditions.

Dated 3/17/97

Michael G. Wright
Michael G. Wright
Acting General Manager

ENCROACHMENT PERMIT APPROVAL

This encroachment permit shall become effective upon the approval of the Departments listed below. Issuance of this permit shall not be construed as a waiver of any other applicable permit or requirement, but is only revocable permission to use the land for the purpose above described.

- ☒ Park and Recreation
- ☐ Planning
- ☒ Public Utilities Electric
- ☒ Public Utilities Water
- ☒ Public Works - Streets
- ☒ Public Works - Traffic Engineering
- ☒ Riverside County Flood Control District

Tony Nelson

B. Mainard 3-19-97

B. Simpson 3/19/97

P. Collier 3/20/97

Manager

Mark H. Wills for VLD

Upon obtaining the above signatures, return this permit to Public Works Department for final approval.

Dated 3/20/97

Barry Bell
Public Works Director

ENCROACHMENT PERMIT No. E - 1392

TERMS AND CONDITIONS

The following indicated terms and conditions apply to Encroachment Permit No. E - 1392

1. Permittee acknowledges that the area of encroachment is owned or controlled by the City of Riverside.
2. Permittee acknowledges that the described public streets could be needed for a proposed or planned public improvement and the City may revoke this permit. Upon written notice of revocation, the Permittee shall, within the time prescribed by the City, remove or relocate all improvements placed, constructed or maintained. If the Permittee fails to abide by the removal or relocation order of the City, the City shall have the right to relocate, remove and destroy the improvements without reimbursement to the Permittee. The cost of such relocation or removal shall be paid by the Permittee and shall constitute a debt owed to the City.
3. The Permittee agrees to insure that construction of their improvements will not interfere in any way with existing City or other utility facilities. The existing facilities will require future maintenance, reconstruction and revisions and facilities may be added, any of which may result in removal or alteration of the Permittee's improvements without reimbursement to the Permittee. Prior to construction, Permittee shall contact **UNDERGROUND SERVICE ALERT** to field locate existing utility lines. Any conflicts discovered will void the permit until acceptable revisions are made.
4. Permittee waives the right of claim, loss, damage or action against the City resulting from revocation, termination, removal or relocation of improvements or any action of the City, its officers, agents or employees taken in accordance with the terms herein.
5. If the City Council of the City of Riverside finds that the Permittee is in default of the terms of this permit, that shall be cause for revocation.
6. Permittee agrees to indemnify, defend and hold harmless the City of Riverside, its officers, agents and employees, from and against all claims, demands, expenses, losses, damages, injuries, actions for damages and/or injuries, and liability including reasonable attorney's fees arising out of the acts or omissions of Permittee, its agents, servants, contractors or subcontractors, during or as a result of encroachment, construction and/or maintenance or other work performed in the City's public rights-of-way, except to the extent the damages claimed are caused by the acts or omissions of the City.
7. Prior to any construction taking place on City controlled property, Permittee's shall obtain a **Street Opening Permit** from the City Public Works Department.

8. As a condition of obtaining the street opening permit, Permittee's contractor:
- a. Agrees to indemnify, defend and hold harmless the City of Riverside, its officers and employees, from and against all claims, damages, losses and expenses including attorney's fees arising out of the acts or omissions of the contractor, its agents, servants, or subcontractors, during or as a result of work performed in the City's public rights-of-way, except to the extent the damages are caused by the acts or omissions of the City of Riverside.
 - b. Shall comply with the City's insurance requirements by either providing a general liability insurance policy with a combined single limit of at least \$1,000,000 or a certificate evidencing permissive self-insurance of at least \$1,000,000.
9. Prior to the issuance of this encroachment permit and subsequent street opening permit, Permittee, Permittee's Engineer or Contractor shall submit and obtain approval from the City's Traffic Engineer of a traffic control plan which will accommodate public traffic during construction of the NWS.
10. PERMITTEE AGREES TO HOLD CITY OF RIVERSIDE HARMLESS FROM ANY DAMAGE THAT MAY OCCUR TO PERMITTEE'S IMPROVEMENTS RESULTING FROM NATURAL GROWTH OF STREET TREES, OR FROM ANY POSSIBLE DAMAGE RESULTING FROM MAINTENANCE OR REMOVAL OF ANY STREET TREES.

Attachment - Drawings depicting
location of NWS